UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF NORTH CAROLINA (DURHAM)

IN RE:	§	CASE NO. 11-80296
	§	
David Stewart Pierce and	§	
Nancy Ahlgren Pierce	§	
	§	
Debtors.	§	
	§	
	§	CHAPTER 13

NATIONWIDE ACCEPTANCE'S OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

COMES NOW, Nationwide Acceptance ("Nationwide"), and files this Objection to Confirmation of Debtors' Proposed Chapter 13 Plan, and in support thereof would show the Court the following:

- 1. Nationwide filed two secured Proofs of Claim in this proceeding. One is in the amount of \$2,685.84. The other is for \$2,622.83. Copies of the Proofs of Claim are attached as **Exhibits "A" and "B"**.
- 2. The claims are based on two Retail Installment Contracts ("the Contracts") dated October 20, 2007 and November 29, 2007 executed by Debtors David Stewart Pierce and Nancy Ahlgren Pierce for the purchase of carpet which was installed and is permanently affixed to the Debtors' residence located at 3503 Shady Creek Drive, Durham, NC 27713.
- 3. The monthly payment on the October 20, 2007 contract is \$103.93. The interest rate on the contract is 18% per annum. A copy of the Contract is attached as **Exhibit "C"**. This Contract is secured by a UCC Financing Statement recorded with the

Durham County Clerk on November 12, 2007 as Document Number 2007050831. A copy of the UCC Financing Statement is attached as **Exhibit "D"**.

4. The monthly payment on the November, 29, 2007 contract is \$81.08. The interest rate on the contract is 18% per annum. A copy of the Contract is attached as **Exhibit "E"**. This Contract is secured by a UCC Financing Statement recorded with the Durham County Clerk on January 14, 2008 as Document Number 2008001583. A copy of the UCC Financing Statement is attached as **Exhibit "F"**.

5. Nationwide objects to confirmation of the Debtors' Proposed Chapter 13
Plan to the extent that it does not list either of Nationwide's claims.

6. The plan does not show Nationwide's Secured portion of the claim for the October 20, 2007 contract in the amount of \$2,685.84 with monthly payments in the amount of \$103.93 at 18 % interest or the secured portion of the November 29, 2007 contract in the amount of \$2,622.83 with monthly payments of \$81.08 at 18% interest.

WHEREFORE, Creditor Nationwide Acceptance prays that the Debtors' Proposed Chapter 13 Plan not be confirmed unless it is modified to satisfy this objection and any other relief the court deems just and proper.

Respectfully submitted,

Chuck Owens, President/CEO

NATIONWIDE ACCEPTANCE 105 Decker Ct., Suite 725

Irving, TX 75062

(214) 492-4011 – Phone

(214) 492-4094 – Fax

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above pleading was served on the 9th day of May, 2011. Service was accomplished by the method and to the following as indicated:

BE ELECTRONIC NOTICE OR REGULAR FIRST CLASS MAIL, POSTAGE PREPAID:

Debtor:

David Stewart Pierce Nancy Ahlgren Pierce 3503 Shady Creek Drive Durham, NC 27713

<u>Debtor's Attorney:</u>

John T. Orcutt 6616-203 Six Forks Rd. Raleigh, NC 27615

Trustee:

Richard M. Hutson, II 302 East Pettigrew St., Suite B-140 P.O. Box 3613 Durham, NC 27702

Chuck Owens, President/CEO

B 10 (Official Form 10) (04/10)		
United States Bankruptcy Court		PROOF OF CLAIM
Name of Debtor: DAVID PIERCE NANCY PIERCE NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of	Case Numb	11-80296
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	f the case. A	equest for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property): NATION WIDE ACCEPTANCE Name and address where notices should be sent: NATIONWIDE ACCEPTANCE		is box to indicate that this ends a previously filed
105 DECKER CT, STE 725 Telephone number: TRVING, TX 75062	Court Clair (If known	n Number:
214-492-4010	Filed on:	
Name and address where payment should be sent (if different from above):	anyone el relating to	is box if you are aware that he has filed a proof of claim o your claim. Attach copy of giving particulars.
Telephone number:	or trustee	s box if you are the debtor in this case.
1. Amount of Claim as of Date Case Filed: \$ 2685. 84 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete	Priority (of Claim Entitled to under 11 U.S.C. §507(a). If ion of your claim falls in
item 4.	one of the	e following categories, box and state the
If all or part of your claim is entitled to priority, complete item 5. **Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized	amount. Specify the r	priority of the claim.
statement of interest or charges.	Domestic	support obligations under
2. Basis for Claim: GOODS SOLD (See instruction #2 on reverse side.)		. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: 0803 3a. Debtor may have scheduled account as: F440500803 (See instruction #3s on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.)	to \$11,72 before fil petition of business,	alaries, or commissions (up 15°) earned within 180 days ling of the bankruptcy or cessation of the debtor's , whichever is earlier – 11
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	☐ Contribut	507 (a)(4). ions to an employee benefit
Nature of property or right of setoff; Neal Estate Motor Vehicle Other Describe: HOME IMPROVEMENT - CARPET		U.S.C. §507 (a)(5). 600* of deposits toward
Value of Property:S_2685.84 Annual Interest Rate	or service househole	lease, or rental of property es for personal, family, or d use — 11 U.S.C. §507
if any: S 1350.8] Basis for perfection: UCC	(a)(7).	
Amount of Secured Claim: 5 2685.84 Amount Unsecured: 5		penalties owed to ental units - [1 U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		pecify applicable paragraph S.C. §507 (a)().
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		nt entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	4/1/13 and e	re subject to adjustment on very 3 years thereafter with
If the documents are not available, please explain:	the date of a	ises commenced on or after djustment. FOR COURT USE ONLY
Date:5/6/// Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the coother person authorized to file this claim and state address and telephone number if different from the address above. Attach sopy of power of attorney, if any.	reditor or he notice	TOW COOK! CAR OLD
(HARLES 1 Chotens, 1)	_حريع [

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

DAVID S PIERCE 3503 SHADY CREEK DR

DURHAM

NC 27713-0000

SPOUSE NANCY PIERCE

OPENING BALANCE 4,988.64 INTEREST CHARGE 1,450.64 #-PAYMENTS 48 PURCHASE DATE10/31/07 AMOUNT 103.93

	70 117 3 M	******	D3.1.3370D	DECORT DETON
TRAN# DATE MODE		DUE	BALANCE	DESCRIPTION
1 12/07/07 116		7-	4,884.64	PAYMENT BY CREDIT CARD
2 1/16/08 116	104.00-			PAYMENT BY CREDIT CARD
3 2/18/08 255	5.20			LATE FEE
4 2/29/08 118	103.93-	14-	4,681.91	PAYMENT BY PHONE PAY
5 3/17/08 255	5.20			LATE FEE
6 4/16/08 255	5.20	207.72	4,692.31	LATE FEE
7 5/16/08 255		311.65	4,697.51	LATE FEE
8 6/06/08 118		311.58	4,593.51	PAYMENT BY PHONE PAY
9 6/16/08 255	5.20	311.58	4,598.71	LATE FEE
10 7/16/08 255	5.20	415.51	4,603.91	LATE FEE
11 7/31/08 118		311.58	4,499.98	PAYMENT BY PHONE PAY
12 8/18/08 118		311.51	4,395.98	PAYMENT BY PHONE PAY
13 8/18/08 255	5.20	311.51	4,401.18	LATE FEE
14 9/16/08 255	5.20	415.44	4.406.38	LATE FEE
15 9/30/08 118	103.93-	311.51	4.302.45	PAYMENT BY PHONE PAY
16 10/16/08 255	5.20	415.44	4.307.65	LATE FEE
17 10/24/08 118		311.51	4.203.72	PAYMENT BY PHONE PAY
1/ 10/24/00 110		415.44	4 208 92	LATE FEE
18 11/17/08 255 19 11/24/08 118	103.93-	311.51	4.104.99	PAYMENT BY PHONE PAY
		415 44	4 110 19	LATE FEE
20 12/16/08 255		211 51	4.006.26	PAYMENT BY PHONE PAY
21 12/24/08 118		415 44	4 011 46	LATE FEE
22 1/16/09 255		103 93-	3 907.53	PAYMENT BY PHONE PAY
23 1/26/09 118		103.33-	3 803 60	PAYMENT BY PHONE PAY
24 2/24/09 118		103.65	3 808 80	LATE FEE
25 4/16/09 255	103.93-	203.03	3 704 87	PAYMENT BY PHONE PAY
26 4/24/09 118		103.65	2 710 07	LATE FEE
27 5/18/09 255		102.62	2 606 14	PAYMENT BY PHONE PAY
28 5/26/09 118	103.93-		3,600.14	LATE FEE
29 6/16/09 255	5.20	103.65	3,011,34	PAYMENT BY PHONE PAY
30 6/24/09 118	103.93-		3,507.41	LATE FEE
31 7/16/09 255	5.20	103.65	3,312.01	PAYMENT BY PHONE PAY
32 7/24/09 118		28-	3,400.00	TATE DEED
33 8/17/09 255		103.65	3,413.00	LATE FEE PAYMENT BY PHONE PAY
34 8/31/09 118	103.93-	28-	3,309.95	NAME AND DI LIONE ****
35 9/16/09 255	5.20	103.65	3,315.15	LATE FEE PAYMENT BY PHONE PAY
36 10/12/09 118	103.93-	103.65	3,211.22	SAIMENT BY SHOWN THE
37 10/16/09 255	5.20		3,216.42	LATE FEE
38 11/16/09 255	5.20	207.58	3,221.62	LATE FEE
39 11/25/09 1 1 8		103.65	3,117.69	PAYMENT BY PHONE PAY
40 12/16/09 255	5.20	207.58	3,122.89	LATE FEE PAYMENT BY PHONE PAY
41 12/28/09 118	103.93-	103.65	3,018.96	LAINENT OF BUOME THE
42 1/18/10 255	5.20		3,024.16	LATE FEE PAYMENT BY PHONE PAY
43 1/25/10 118	103.93-	103.65	2,920.23	NAME OF AUOUS TAIL
44 2/16/10 255	5.20			LATE FEE PAYMENT BY PHONE PAY
45 3/15/10 118	3 103.93-	207.58	∠,8∠1.50	EWINERAL DI ERRORD ****

TRAN#	DATE	MODE	TRAN AMT	DUE	BALANCE	DESCRIPTION
46	3/16/10	255	5.20	207.58		LATE FEE
			5.20	311.51		LATE FEE
48	4/26/10	118	103.93~	207.58	2,727.97	PAYMENT BY PHONE PAY
			5.20	311.51	2,733.17	LATE FEE
			5.20	415.44	2,738.37	LATE FEE
	7/16/10			519.37		LATE FEE
52	8/16/10	255	5.20	623.30	2,748.77	LATE FEE
	9/16/10		5.20	727.23	2,753.97	LATE FEE
	10/18/10		5.20	831.16	2,759.17	LATE FEE
	11/16/10		5.20	935.09	2,764.37	LATE FEE
	11/30/10		103.93-	831.16	2,660.44	PAYMENT BY PHONE PAY
57 :	12/16/10	255	5.20	935.09	2,665.64	LATE FEE
	1/17/11		5.20	1,039.02	2,670.84	
59	2/16/11	255	5.00	1,142.95		
	3/16/11			1,246.88	2,680.84	LATE FEE
61	4/18/11	255	5.00	1,350.81	2,685.84	LATE FEE

^{**} END OF PRINT **

B 10 (Official Form 10) (04/10)		
United States Bankruptcy Court		PROOF OF CLAIM
Name of Debtor: DANID PIERCE NANCY PIERCE	Case Numbe	80296
NOTE: This form should not be used to thake a claim for an administrative expense arising after the commencement administrative expense may be filed pursuant to 11 U.S.C. § 505.	of the case. Ar	equest for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property): NATIONWIDE ACCEPTANCE		s box to indicate that this ends a previously filed
NATIONWIDE ACCEPTANCE	Court Clain	n Number:
105 DECKER CT., STE 725	(if known)	
Telephone number: IRVING, TX 75062	Filed on:	
214-492-4010		
Name and address where payment should be sent (if different from above):	anyone el relating to statement	s box if you are aware that se has filed a proof of claim your claim. Attach copy of giving particulars.
Telephone number:	or trustee	s box if you are the debtor in this case.
1. Amount of Claim as of Date Case Filed: 5 A 2 3 . 8 3		of Claim Entitled to mder 11 U.S.C. §507(a). If
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.	one of th	ion of your claim falls in e following categories, box and state the
M Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized		riority of the claim.
statement of interest or charges.		support obligations under
2. Basis for Claim: Groops SOLD (See instruction #2 on reverse side.)		\$507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: 1935		faries, or commissions (up 5*) camed within 180 days
3a. Debter may have scheduled account as: F440500939 (See instruction #3a on reverse side.)	petition o	ing of the bankruptoy r cessation of the debtor's
 Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested 		whichever is earlier - 11 607 (a)(4).
information.		ions to an employee benefit U.S.C. §507 (a)(5).
Nature of property or right of setoff: XReal Estate 11 Motor Vehicle 12 Other Describe: HONNE IMPROVEMENT - CARPET		500* of deposits toward
Value of Property: 3622 83 Annual Interest Rate 18 %	or service	lease, or rental of property s for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,	household (a)(7).	luse 11 U.S.C. §507
if any: \$ 486.48 Basis for perfection: UCC		penalties owed to ntal units – 11 U.S.C. §507
Amount of Secured Claim: \$ 2623.83 Amount Unsecured: \$ 6	governme (a)(8).	then where - 11 Order 2501
6. Credits: The smount of all payments on this claim has been credited for the purpose of making this proof of claim.		peoify applicable peragraph
7. Documents: Attach reducted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also stach a summary. Attach reducted copies of documents providing evidence of perfection of	1	at entitled to priority:
a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)	s_	<u> </u>
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	4/]/]3 and e	e subject to adjustment on very 3 years thereafter with
If the documents are not available, please explain:	the date of ac	
Date: 56/11 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the or other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any Claim T. Claim.	reditor or the notice	FOR COURT USE ONLY
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both	18 U.S.C. 86	152 and 3571.

EXHIBIT B

DAVID S PIERCE 3503 SHADY CREEK DR

7/07/10 255

7/26/10 118

8/09/10 255

43

44

DURHAM

NC 27713-0000

SPOUSE NANCY PIERCE

OPENING BALANCE 4,864.80 INTEREST CHARGE 1,671.80 #-PAYMENTS 60 PURCHASE DATE12/12/07 TRUOMA TRAN# DATE MODE TRAN AMT DUE BALANCE DESCRIPTION 4,868.85 LATE FEE 1 2/07/08 255 4.05 81.08 4,787.77 PAYMENT BY PHONE PAY 2/19/08 118 81.08-81.08 4,791.82 LATE FEE 3 3/07/08 255 4.05 4,795.87 LATE FEE 4 4/07/08 255 4.05 162.16 4,799.92 LATE FEE 5 5/07/08 255 4.05 243.24 4,714.92 PAYMENT BY PHONE PAY 6/06/08 118 85.00-239.32 6 4,718.97 LATE FEE 6/09/08 255 4.05 239.32 7 4,723.02 LATE FEE 8 7/07/08 255 4.05 320.40 4,641.94 PAYMENT BY PHONE PAY 7/31/08 118 9 81.08-320.40 4,645.99 LATE FEE 8/07/08 255 4.05 320.40 10 4,563.99 PAYMENT BY PHONE PAY 11 8/18/08 118 82.00-238.40 4,568.04 LATE FEE 4.05 319.48 12 9/08/08 255 4,486.96 PAYMENT BY PHONE PAY 81.08-319.48 13 9/30/08 118 4,491.01 LATE FEE 14 10/07/08 255 4.05 319.48 4,409.93 PAYMENT BY PHONE PAY 15 10/24/08 118 16 11/07/08 255 81.08-319.48 4,413.98 LATE FEE 319.48 4.05 4,332.90 PAYMENT BY PHONE PAY 319.48 17 11/24/08 118 81.08-4,336.95 LATE FEE 18 12/08/08 255 319.48 4.05 4,255.87 PAYMENT BY PHONE PAY 319.48 19 12/24/08 118 81.08~ 319.48 4,259.92 LATE FEE 20 1/07/09 255 4.05 4.84- 4,178.84 PAYMENT BY PHONE PAY 1/26/09 118 21 81.08-4.84- 4,097.76 PAYMENT BY PHONE PAY 2/24/09 118 81.08-22 4.84- 4,016.68 PAYMENT BY PHONE PAY 3/31/09 118 81.08-23 4.84- 3,935.60 PAYMENT BY PHONE PAY 81.08-4/24/09 118 24 4.84- 3,854.52 PAYMENT BY PHONE PAY 5/26/09 118 81.08-25 4.84- 3,773.44 PAYMENT BY PHONE PAY 6/24/09 118 81.08-26 4.84- 3,692.36 PAYMENT BY PHONE PAY 7/24/09 118 8/31/09 118 81.08-27 4.84- 3,611.28 PAYMENT BY PHONE PAY 81.08-28 76.24 3,615.33 LATE FEE 29 10/07/09 255 4.05 4.84- 3,534.25 PAYMENT BY PHONE PAY 30 10/12/09 118 81.08-3,458.01 PAYMENT BY PHONE PAY 31 10/31/09 118 76.24-3,376.93 PAYMENT BY PHONE PAY 81.08-11/24/09 118 32 3,295.85 PAYMENT BY PHONE PAY 33 12/24/09 118 81.08-3,214.77 PAYMENT BY PHONE PAY 1/25/10 118 81.08-34 3,218.82 LATE FEE 81.08 3/08/10 255 4.05 35 3,137.74 PAYMENT BY PHONE PAY 36 3/15/10 118 81.08-3,141.79 LATE FEE 81.08 4/07/10 255 4.05 37 3,060.71 PAYMENT BY PHONE PAY 81.08 4/26/10 118 81.08-38 3,064.76 LATE FEE 4.05 81.08 39 5/07/10 255 2,983.68 PAYMENT BY PHONE PAY 81.08-81.08 5/24/10 118 40 2,987.73 LATE FEE 6/07/10 255 4.05 81.08 41 2,906.65 PAYMENT BY PHONE PAY 81.08 6/24/10 118 81.08-42 2,910.70 LATE FEE 4.05

81.08

81.08

81.08

81.08-

4.05

2,829.62 PAYMENT BY PHONE PAY

2,833.67 LATE FEE

DATI	E 5/06/1	L1 1	NATIONWIDE	CONTRACT	F440500939	PAGE	2
			TRAN AMT	DÜE		DESCRIPTION	
	8/24/10		81.08-	81.08		PAYMENT BY PHONE	PAY
			4.05	81.08			
48	9/24/10	118	81.08-	81.08		PAYMENT BY PHONE	PAY
49 :	10/07/10	255	4.05	81.08	2,679.61	LATE FEE	
50 :	11/08/10	255	4.05	162.16	2,683.66	LATE FEE	
51 :	12/07/10	255	4.05	243.24	2,687.71	LATE FEE	
52	12/16/10	118	81.08-	162.16	2,606.63	PAYMENT BY PHONE	PAY
	1/07/11		4.05	243.24	2,610.68	LATE FEE	
	2/07/11		4.05	324.32	2,614.73	LATE FEE	
	3/07/11		4.05	405.40	2,618.78	LATE FEE	
56			4.05	486.48	2,622.83	LATE FEE	

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	SELLER		RETAIL INSTA	ALLMENT CON	TRACT BUYER
NAME E	MOIAE 7	ODAY, LLC	sis us til	100	
BUSINESS 43	BOO EM	OUNY, LLC	DLR, NO. F44	 ····-	DAVID PIERCE
7		PEROR BLYD		NAME	NANCY PIERCE
CITY DURI		STATE _NC	ZIP <u>27703</u>		3503 SHADY CREEK DRIVE
DATE OF	DENIT		CELLEDIO.	city Z	DURHAM
CONTRACT /4-2				DAME SIVIE	NC ZP21113
in this Contrac	it, the words	"you" and "your" m	ean the Seiler, The	words "I," "we,"	"my," "our," "me" and "mine" mean each and all Buyers
except in the N	otice to Buyer	a above Buyers' sk	natures where the		
7.4	RPET -	YJ10853	CARPET	PROPERTY	ONIGINAL CONTRACT
		(S. / V S S S S S S S S S S S S S S S S S S			2012720 0712
					001 9 7 200
	FEDER/	AL TRUTH-IN-LENDING	DISCLOSURES		My payment schedule will be: 80 DAYS AFTER COMPLETION
ANNUAL PERCENTAGE	INANCE	Amount Financed	Total of Payments	Total Sala Price	No. of Payments Amount of Payments When Payments Are Due
RATE	MANGE	The amount of credit	The amount I will have	The total cost of my purchase on credit,	48 \$ 103, 93 Monthly beginning
The cost of Timy credit th	he dollar amount	provided to me or	pald after I have made	including my	Due dates: 1st through 20th
	ne credit All cost me.	on my behalf.	all payments as scheduted.	downpayment of S	<u> </u>
rate. 18.00 % 9	8 H50.64	\$ 3538.00	s 4988.64	\$ 4988.64	SECURITY: I am giving you and your assigns a purchase money security interest in the goods I am purchasing.
			ill be charged an amour	. Dramaumanii	If I now off agric Used and howe to new a nemella and I may be entitled. It
1 7/1	and some of the be	yment or \$5.00, whiche	rv es 15 16\$5,	i will see my	to a refund of part of the finance charge. contract documents for any additional information about nonpeyment, coursed repayment in full before the scheduled date, and prepayment
L74	4050	<i>20803</i>	<u></u>	rerunos and p	enanes.
Itemization of	the Amount			If check	ted and signed below by Seiler, this contract contains a "Limited
1. Cash Price S	3538. 6	Less Downpay		Same-as-Ci third due da	ted and signed below by Seller, this contract contains a "Limited ash" Option. If you pay the Amount Financed on a refore the te, you will avoid all finance charges. You must pay no less than y payment when the first and second payments become due. If his cost repeated in full by the librid due date, the "I proted Same.as.
2. Shipping Charp		<u>20</u> 1. Cash \$ _ 2. Trade-in \$			
3. Sales Tax	5 0	2. Trabe-iii \$ 3. Total Downi		Cash" perio	d is not interest free. EMFIRE TODAY LLC
4. Total Cash Price	9 \$ <u>3598</u>			— Selici:	RETAIL INSTALLMENT CONTRACT
(1+2+3)	AMOUNT FIN	ANCEDS 353	8.00		AND SECURITY AGREEMENT
	(Total cash pi	ice [less] total dow	npayment) [his in	istrument is a	AND SECURITY AGREEMENT In the installment Contract and Security Agreement ("this are in the interference of the interference
ASSIGNEE: N	ame	MATIONWIDE ACCE	PIANCE IISI IIA	contract') II	No the skippe is the Federal Truth-in-Lending
~	101699	IRVING TEXAS	75062 to Can	- SACES NER	EMENT NOT BATE Gran methe choice between a cash price if
This Contract is as	ssignable by you	. If the name and ad	dress for an Assigned	HO! WAS TRAIN	FINALLY SECTION CHOSEN to buy the blobeth town you out the blobeth described above or a unique, com sets buys a
completed above,	understand i	that this Contract ma comments at the address	y to assignatifity but is of the Assignation body	2-02908401 9	omise to pay the Potal of Payments to you or your order at the childrenatures shown in the payment schedule set out in the
after I receive notic	this Contract	nas been assigned to a	uch Assignee. agree t	Pederal Trulf	in-Landing Disclosure box. Payments are due on the same day
in any written notice	e that I receive to	alling me this Contract I	nes been assigned.	PREPAYME	NT: I may propay this Contract in full at any time without penalty
DO NOT SIGN	THIS CONTR	ACT REFORE YOU	1 \$1 \$10 TI NA 16 1	r chance. You	will do this if the refund is in excess of one dollar. If I partially
CONTAINS ANY	/ Blank spa	CES. YOU ARE E	VITITED TO A COP AW YOU HAVE THE AMOUNT DUE AND ARTIAL REFUND O	prepay this C	Contract, any uneamed amounts of the finance charge may be
RIGHT TO PAY	CACT YOU SI	under the l Vance the full	AW YOU HAVE IN AMOUNT DUE AN	DELINQUEN	CY CHARGES: If I do not pay any installment in full within 10
UNDER CERTAL	IN CONDITION	IS MAY OBTAIN A P	ARTIAL REFUND O	exceeding five	e percent of any such installment or \$5.00, whichever is less.
YOUR LEGAL R	RIGHTS. IT SI	IALL NOT BE LEGA	RACT TO PROTECT L FOR THE SELLE!	ACCELERAT	a scheduled due date. I will pay you a delinquency charge, not e percent of any such installment or \$5.00, whichever is less. ION OF PAYMENT: You may accelerate payment or of this Contract without prior wriften notice to me if: (a) I am in
TO ENTER YO	JUK PREMUS	ES UNLAWFULLY	OR COMMIT AND LOODS PURCHASE	J deferrit on the	performance of any of my obligations under this Contract or (b) faith believe that the prospect of payment or performance is
					economic of the circulate the unserned position of the spanse
YWe agree to the to Security Agreemen	erms of this Reta at Pine Contract	ill Installment Contract. (1) which cover the Co	Disclosure Statement, st History described in the	nd charge on the	date you accelerate the loan exactly as if I had prepaid the loan date and you will give me necessary credits so that in no event
Contract. The terms and cons	litions of this con	tract are subject to cred	it approval.	shall the anno	unt of finance charge contracted for, charged or collected under exceed the maximum finance charge permitted by law.
INVE HAVE RE	CEIVED A CO	MPLETED COPY	OF THIS CONTRACT	RIGHTS AFT	ER DEFAULT: After you accelerate the maturity of the contract
AND HAVE REA THOSE ON THE	DEVENCE SI	isclosure infor	MATION INCLUDING	3 or after the 1 pay interest f	ER DEFAULT: After you accelerate the maturity of the contract inal scheduled maturity date, whichever occurs first, I agree to rom that date calculated upon the amount legally owed by me at
			THE ARRITRATIO	en ennuel re	to of interest winter is the highest rate allowed by law. In early
AGREEMENT S	SET FORTH	ON THE REVERS	THE ARBITRATION E SIDE, AND VWI ERMS	E interest unde	whatsoever, if you shall receive anything of value deemed rapplicable law which would exceed the maximum amount of
	AUKEE TO B	ון פונו אם האחחק ב	ELWO.	addien to the	hissible under applicable law, the excessive interest shall be reduction of the unpaid amount of contract or refunded to me.
BUYER	110	The Pier	<u> </u>	which is subj	YERS: This instrument is based upon a home solicitation sale, act to the provisions of Title 44, Chapter 16. This instrument is
BUYER	- 14-61-44-6 4	J.Co.		not negotiable	•
SELLER _/	ny	The tarty -	20M CV3	– .	
NOTICE: Any h	older of this	consumer credit	Contract is subje	ect to all claims ith the proceed	and defenses which the Debtor could assert against s hereof. Recovery hereunder by the Debtor shall not
exceed amount	ts paid by the	e Debtor hereund	er.		•
BUYERS RIGH (fifth day in Ala	T TO CANCI iska) after th	EL: You, the Buye e date of this tran	er, may cancel this saction. See the a	s transaction at ttached Notice	any time prior to midnight of the third business day of Cancellation Form for an explanation of this right.

EXHIBIT C

Rev (09/07

ADDITIONAL TERMS AND CONDITIONS

ATTORNEY FEES AND COURT COSTS: If this contract is referred to an attorney for collection, I agree to pay the amounts actually incurred by you as court costs (not applicable to Ohio residents, or where otherwise prohibited by taw) and attorney's fees (not applicable to Ohio and California residents, or where otherwise prohibited by law) assessed by a court. NSF CHECKS: If you pay any sums to NA with a check which is returned to us for insufficient funds in the account upon which the check is drawn, a \$15 charge will be made to your account. CREDIT REPORTING: Each month Information concerning your account will be furnished to major consumer credit reporting agencies. This information may include your loan amount, balance, and payment history including late payments, charge offs and bankruptices.

REFUND/EXCHANGE POLICY: Except as provided herein with regard to BUYER'S RIGHT TO CANCEL, all sales are final and are not subject to refund or exchange.

to butter's RIGHT TO CANCEL, all eales are final and are not subject to refund or exchange.

ILLINOIS RESIDENT'S may contact the litinois Commissioner of Banks and Trust Companies for comparative information on finance charges, fees and grace periods. State of Illinois-CIP, P.O. Box 10181, Springfield, Illinois, 82791, 1-800-834-5452.

62791, 1-800-834-5452. OHRO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit squally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request.

The Ohio civil rights commission administers compliance with this law.

TEXAS BUYERS: To contact Nationwide Acceptance about this account call 877-902-9521. If this contract is not assigned to Nationwide Acceptance the seller can be contacted as shown in the top left Seller section of this contract. This Contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2001 N. Lernar, Austin, Texas 1870-4207. Telephone 512-479-1285 or 800-638-1579, Contact the commissioner relative to any inquiries or complaints. Under Texas Law this contract is governed by Article 5089 - 8.03 V.T.C.S.
WISCONSIN RESIDENTS: Wisconsin law provides that no agreement, count order or individuals statement applying to marital property will affect a creditor's interest unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision.

the adverse provision.

CREDIT WORTHINESS: The terms and conditions of this contract are subject

CREDIT WORTHINESS: The terms and conditions of this control are subject to dredit approval.

CREDIT INVESTIGATION: A consumer credit report may be requested in connection with this application or in connection with tupdates, renewals or extensions of any credit granted as a result of your application. Buyer may request the name and address of the agency, which furnished the consumer report, if any and may receive a copy by contacting the agency. Buyer hereby authorizes Sallar or its assignee to sell or otherwise furnish information concerning Buyer and his account to all others who may lawfully receive such information for their own use.

SECURITY INTERESTS: Seller and/or its assignees retain and shall have a purchase money security interest in the property described on the reverse side hereof and all accessions under the Uniform Commercial Code and all proceeds of the collateral including insurance proceeds until the Total of payments and all other amounts due from Buyer are paid in full. Buyer also authorizes Seller and/or its assignees to file UCC Financing Statements with the appropriate agency if the property described on the reverse side is attached to any real property.

The following ASSIGNMENT is not part of this Retail That I MANUSCRIPT ASSIGNED TO NATIONWIDE ACCEPTANCE ASSIGNMENT 10.20.07

For value received, SELLER hereby selts, assigns, and transfers to NATIONWIDE ACCEPTANCE its successors and assigns, herein referred to as ASSIGNEE, all of SELLERS right, title and interest in and to the didejoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT, hereinster referred to as CONTRACT in and to the didejoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT, hereinster referred to as CONTRACT in and to the didejoing RETAIL INSTALLMENT CONTRACT and warrants to ASSIGNEE that its title to the CONTRACT is absolute; that said CONTRACT is genuine, complete and enforceable in all respects and has not been altered, and that all statements and facts contained therein are true; that the signatures thereon are genuine; that the parties to said CONTRACT have the capacity to contract; that said instrument and the transaction to which it relates were made in full compliance with all applicable federal, state and local law; that the varianties, express or implied, have been made to BUYER as a part of or as an inducement to sign the CONTRACT, except for any written warrants, express or implied, have been made to BUYER as a part of or as an inducement to sign the CONTRACT, except for any written warrants attached hereto; that said CONTRACT was not obtained by and does not involve any fraud or misrepresentations; that the goods sold under said CONTRACT are being no special or side agreements for rebate, extension of payment, or other concessions affecting said BUYER's obligations; that the goods were delivered in accordance with the CONTRACT and to the satisfaction of BUYER; that there is owing on the CONTRACT; that said BUYER does not depute his obligation to pay the unpaid balance due in accordance with the CONTRACT; and that BUYER does not depute his obligation to pay the unpaid balance due in accordance with the tenth obligation to pay the unpaid balance due in accordance with the tenth obligation to pay the unpaid balance due in accordance with the tenth of any of said representations or warranties, SELLER a

Upon the breach of any of said representations or warranties, SELLER agrees, upon demand, to purchase this CONTRACT for the amount owing thereon, plus all costs and expenses paid or incurred by ASSIGNEE with respect thereto; including reasonable attorney's fees and any refunds, damages or other amounts paid to BUYER, and said remedy shall be cumulative and shall not affect any other right or remedy that ASSIGNEE may have against SELLER.

EMPIRE TODAY, LLC SELLER

ARBITRATION AGREEMENT The parties agree as follows:

(1) RIGHT TO ELECT TO ARBITRATE: Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Retail installment Contract, or any prior or future dealings between us, resolved by binding arbitration. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. Both parties agree that neither party has to initiate an arbitration proceeding before exercising remadies of self-help repossession, non-judicial foreclosure, replevin or other similar remadies. The filling of a lawsuit or the pursuit of other self-help remades does not mean that either party has waived the right to subsequently elect to submit a Claim to erbitration.

RULES: If arbitration is elected, if will be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("Rules"). If you have any questions concerning the American Arbitration Association, or if you wish to obtain a copy of their Rules and forms, you may call (800) 778-7879. Any hearing will take place in the county of your residence. The arbitrator shall specify all applicable law and shall provide a written decision that includes findings of fact and conclusions of law, Judgment upon the award issued by the arbitrator may be entered feel in any count having jurisdiction.

UNITED STATES ARBITRATION ACT: The parties agree the Retail Installment Contract involves "commerce" as defined in the United States Arbitration Act ("USAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the USAA.

AC (*USAA*), Title 9. United States Code, and this Agreement shall be governed by the provisions of the USAA.

FEES & COSTS: If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a mandmum of \$125. The AAA may, in the overal of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert sees and costs unless the Retail instalment Contract for applicable law) provides otherwise.

LIMITATIONS OF RIGHTS-IF ARBITRATION IS ELECTED BY EITHER PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL! (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES! (C) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY UNDER THE RULES OR UNDER ANY OTHER RULES OF GIVIL PROCEDURE:(I) THE ARBITRATION DESCRIPTION OF THIS AGREEMENT AND OTHER RULES OF INIS AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT IS HELD TO BE THIS ABBITRATION AGREEMENT CARREFULLY. IT LIMITS CERTAIN RIGHTS. INGLUDING YOUR RIGHT TO PURSUE A CLABS IN COURT AND THIS ARBITRATION AGREEMENT CARREFULLY. IT LIMITS CERTAIN RIGHTS. INGLUDING YOUR RIGHT TO PURSUE A CLABS IN COURT AND THIS ARBITRATION AGREEMENT CARREFULLY. IT LIMITS CERTAIN RIGHTS. INGLUDING YOUR RIGHT TO PURSUE A CLABS IN COURT AND

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURBUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL

NOTICE OF CANCELLATION NOTICE OF CANCELLATION 10, 20. 07 10.20.07 DATE: DATE: You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. You may CANCEL this transaction, without any Penalty or Chilgation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traced in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. Date of Turnescribe wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract the Contract the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to TODAY TODAY TO (Name of Select) AT 4300 EMPEROR BLUD, STE 400, DURHAM, NC 27703 AT 4300 EMPEROR BLYD, STE 400, DURHAM, NC & TIOS 10.24.07 NOT LATER THAN MIDNIGHT OF NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION.

(Buyer's Signature)

FORM NO. 700034

		2007050831	
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (grout and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional) M. E. Wileman 8. SEND ACKNOWLEDGMENT TO: (Name and Address) Orion Financial Group, Inc. 2860 Exchange Bivd. # 100 Southtake, TX 76092		FOR REGISTRATION REGISTER DURHAM COUNTY PROPERTY 2007 NOV 12 12:58:21 P 8X:5793 PG:506-508 FEE:\$3 INSTRUMENT # 200705083	M 8. <i>00</i>
DESTOR'S EXACT FULL LEGAL NAME - linsert only gos debtor name (1s o Its. ORGANIZATION'S NAME	r (b) – do not abbreviate or combine names		
15. NOVIOUAL'S LAST NAME	PIRST NAME	AND DLE NAME	SUFFIX
PIERCE 15. MARING ADDRESS 3503 SHADY CREEK DR	DAVID CITY DURHAM	STATE POSTAL CODE NC 27713	COUNTRY
1d. TAX LD# SSN OR EIN TADOTL INFO RE 10. TYPE OF ORSANIZATION ORGANIZATION DESTOR	17. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL I.D.S. Hang	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one de	eblor name (Za Gr 2b) – do not combine or abbrav	late names	LINONE
22. ORGANIZATION & NAME	•		
26. INDIVIDUAL'S LAST NAME PIERCE	PIRST NAME NANCY	MIDDLE NAME	SUFFIX
25. MALING ADDRESS 3503 SHADY CREEK DR	DURHAM	NC 27713	USA
28. TAX LD.# SSN OR EIN ADD'TL INFO RE 28. TYPE OF ORGANIZATION ORGANIZATION DESTOR	21. JUNISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL LD #, # 9m	,
3. SECURED PARTY'S NAME (OF NAME OF TOTAL ASSIGNEE OF	SNOR SIP — Insert only one secured party neme	(3s or 3b)	
eCON CREDIT L.P. DBA NATIONWIDE ACCEPT			SUFFIX
35. INDIVIOUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SOFFIX
sc MAEMG ADDRESS 817 Greenview Drive	Grand Prairie	TX 75050	COUNTRY
4. This PHANUING STATEMENT covers the following collaterst:	PIERCE SJR *03	128499*	
Serial # Affixed to the real property situated at: 3503 SHAI	DY CREEK DR DURHAM NC	27713	
6. ALTERNATIVE DESIGNATION (If applicable) LESSEE/LESSOR CONSIGNATION (If applicable) LESSEE/LESSOR CONSIGNATION (If applicable) to be fited (for record) (or recorded) in the RI ESTATE RESCREDS. Allach Addendum (If applicable) ACCOUNT # ZUZO SOLO SOLO SOLO SOLO SOLO SOLO SOLO SO		SELLER/BUYER AG. LIEN s) on Deblor(s) All Deblors De	NON-UCC FRING
FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FOR	M UCC1) (REV. 7/29/28)		

EXHIBIT D

CC FINANCING STATEM ALLOW INSTRUCTIONS (Front and back		NUM		1			
NAME OF FIRST DEBTOR (18 or 15) (98. ORGANIZATION'S NAME	IN RELATED FINANC	ing Stati	MENT				
95. INDMIDUAL'S LAST NAME PIERCE	FIRST NAME DAVID	MIDD	LE NAME, SUFFIX				
MISCELLANEOUS:							
			- 			FOR FILING OFFICE U	SE ONLY
ADDITIONAL DEBTOR'S EXACT FULL 11a ORGANIZATION'S NAME	LEGAL NAME - Insert on	ly one name	(118 or 116) – do not abbr	viete or combine	names		
116. INDIVIDUAL'S LAST NAME		,	FIRST NAME	······································	WIDDLE	NAME	SUFFIX
PIERCE			VANCY		07.77	POOTAL CODE	COUNTRY
MAILING ADDRESS	•	[AIY		STATE	POSTAL CODE	COUNTRY
TAX !D #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	11s. TYPE OF ORGANIZ	ZATION 1	1f. JURISDICTION OF OF	GANIZATION	11g. ORG	ANIZATION ID 18, II any	NONE
DADDITIONAL SECURED PARTY 128. ORGANIZATION'S NAME	s of Dassignor	SIP'S NA	WE Insert only one run	e (12e or 12b)			
126. INDIVIDUAL'S LAST NAME		ľ	IRST NAME		MIDDLE	NAME	SUFFIX
MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·		RITY		STATE	POSTAL CODE	COUNTRY
This FINANCING STATEMENT covers grant colleges, or is find as a X fixture fling. Description of rasi estate:	imber to be cut or es-	extracted 1	6. Additional collegeral de	scription:			
IOME IMPROVEMENT CAI	RPET						
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Name and address of a RECORD OWNER of Debtor does not have a record interest;	of Above-described real ex	stets				·	
PIERCE, DAVID		1	7. Check only if applica	de and check pa	jy one box	o property held in trust or	Decedent's Est
			8. <u>Ch</u> eck <u>only</u> if applica			A Periodical A Legical In Hirthy Co.	- J GOLDON D ESC
		Ì	Debtoris a Tr	ANSWITTING LO	NLITY		******
						ne Trinsection – elfective ensaction – elfective 30 y	•
NG OFFICE COPY - NATIONAL UCC	FINANCING STATEM	ENT AND				ensection — effective 30 y	£303



WILLIE L. COVINGTON REGISTER OF DEEDS, DURHAM COUNTY DURHAM COUNTY COURTHOUSE 200 E. MAIN STREET DURHAM, NC 27701

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording and/or cancellation.

Filed For Registration:

11/12/2007 12:58:21 PM

Book:

RE 5793 Page: 506-508

Document No.:

2007050831

UCC 3 PGS \$38.00

Recorder:

JENNIFER H SMITH



2007050831

SELLER	RETAIL INSTA	ALLMENT CONT	RACT	E	BUYER
NAME EMPIRE TODAY LLC	DLR. NO. F44	05 NAME	DAVID.	PIERCE	
ADDRESS 4800 EMPEROR BLYD	STE 400	NAME	NANCY		
CITY DURHAM STATE	16 ZIP 27703	MAILING ADDRESS	3503 SHAD		DKIYE
SALESPERSON DENITT PROPES DATE OF LIDATE OF	Tom Lond	CITY DU	SHAM		
CONTRACT /1. 24. 07 DELIVERY	SELLER'S PHONE 7/9.6/4.3	STATE N		ZIP <u>2 7</u>	<u> </u>
In this Contract, the words "you" and "your except in the Notice to Buyers above Buyers	mean the Seiler, The	words "," "we,"	my," "our," "me" a	nd "mine" m	ean each and all Buyers
20,000 20010 20,000		PROPERTY	Duyer.		
CALPET - 45-10	P44-		Cit	GINAL Ó	ONTRACT'
Y50	9600		RECE	VERI FIAT	E BEC 1 1 2007
) Alle normani sobrele	la mili has l'A 2	torthonormal and the same
FEDERAL TRUTH-IN-LEND	Total of	Total Sale	No. of Payments Arno		When Payments Are Due
PERCENTAGE CHARGE Financed	Payments	Price The total cost of my		81.08	Monthly beginning
RATE The cost of The dollar amount provided to me or	it The amount I will have paid after I have made	purchase on credit, including my			
as a yearty will cost ma.	all payments as scheduled.	downpayment of \$ 0	Due dates: 1st thros		
18.00 % \$1671.80 \$ \$193.00	\$ 4864.80	\$ 4864.80	SOCUE	ily interest in an	our assigns a purchase money a goods I am purchasing.
Late Charge: if a payment is late by 10 days or more which is 5% of the payment of \$5.00, who	will be charged an amoun	nt Prepayment:	f I pay off early, I will no o a refund of part of the	ot have to pay a finance charge	penalty and I may be entitled
FUUNSONO:	20	l will see my co default, any req	intract documents for a bired repayment in full	any additional is before the sch	nformation about nonpayment, eduled date, and prepayment
Itemization of the Amount Financed)~/	refunds and pen	alties.		
Less Down		Same-as-Cas	n" Option, if you be	y the Amouni	contract contains a "Limited : t Financed on or before the
1. Cash Price \$ 3195. oo 1. Cash \$ 2. Shipping Charges \$ 0 2 Trade-in		- your monthly	payment when the fi	rate charges.	You must pay no less then I payments become due. If date, the "Limited Same-as-
	whosyment \$	Cash" period	is not interest free.	DAY. LLC	
4. Total Cash Price \$ 3193, CO (1+2)		Seller:	RETAIL INSTAI		
(1+2+3) AMOUNT FINANCED \$ 3	193.00		A A III A MARATAN	COL A AREE	Property Comments of the Comme
AMOUNT FINANCED'S [Total cash price [less] total de ASSIGNEE: Name NATONWIDE AC Address 817 GREENVI This Contract is assignable by you, if the name and completed above. I understand that this Contract Assignee and I agree to make at payments at the aderir ecoive notice this Contract has been assigned make payments to this or any other designated Assigne in any written notice that I receive telling me this Contract has been assigned.	CEPTANCE	is instruction all	Retail Installment (Contract and	Security Agreement ("this
Address 817 GREENV	W DRIVE TIPS	Liegistania box	samenting i	ertector.	You hatween a cost orice if
GRAND PRAIRIE,	TEXAS 75050	Cantally Cash for	W. William Marcis	d above or a	higher Total Sale Price if I
completed above. I understand that this Contract Assignee and I agree to make all payments at the ad- after I receive notice this Contract has been assigned make payments to this or any other designated Assign in any written notice that I receive telling me this Contra	may be assigned to TVa	7 Credit and pro	AUDRA STOLE	of Payments	to you or your order at the
after I receive notice this Contract has been assigned i	o such Assignee. I agree to	1886	BS ENGINECIOSUR	box. Paymen	ts are due on the same day .
		PREPAYMENT	: I may prepay this (Contract in full	at any time without penalty itial refund of the finance
DO NOT SIGN THIS CONTRACT BEFORE	OU READ IT OR IF IT	Charge Youw	ris do this if the resur	NG 15 IN OXCOSS	of one dollar. If I partially the finance charge may be
CONTAINS ANY BLANK SPACES. YOU ARE OF THE CONTRACT YOU SIGN. UNDER TH	E LAW YOU HAVE THE	retained by you	rigget, bity unegrised - CLADOES: 18140	not new env	installment in full within 10
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THE ENANCE CHARGE KEEP THIS CO	ATRACT TO PROTECT	WYDDOGWIR NAC	N OF PAYMENT	You may	5.00, whichever is less. accelerate payment or
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UNDER THIS AGREEMENT.		impaired, if yo	u do so, vou will cak	ulate the une	ayment or performance is a arned portion of the finance
We spree to the terms of this Retail installment Confri- Security Agreement ("the Contract") which cover the	ct. Disclosure Statement, an Colleteral described in th	^{le} in full on that d	ate and you will give	me necessary	as if I had prepaid the loan credits so that in no event
Contract. The terms and conditions of this contract are subject to c	redit approvat.	shall the amou	nt of finance charge (ceed the maximum f	charge charge	parmitted by law.
INVE HAVE RECEIVED A COMPLETED COP AND HAVE READ ALL THE DISCLOSURE INF	OF THIS CONTRACT CRIMATION INCLUDING	RIGHTS AFTE	R DEFAULT: After you at scheduled maturity	ou accelerata / date, whiche	the maturity of the contract ever occurs first, I agree to
THOSE ON THE REVERSE SIDE.		pay interest fro	m that date calculate of interest which is	d upon the am the highest r	iount legally owed by ma at ata allowed by law. In any
WE ACKNOWLEDGE THE EXISTENCE OF AGREEMENT SET FORTH ON THE REVE	F THE ARBITRATION RSE SIDE, AND I/WE	contingency w interest under	applicable law which	would excee	inything of value deemed and the maximum emount of
SPECIFICALLY AGREE TO BE BOUND BY ITS	TERMS	interest permise applied to the r	eduction of the unpat	d amount of co	excessive interest shall be intract or refunded to me.
BUYER Warney Cur	<u></u>	which is subject	'ERS: This instrumer at to the provisions of	it is besed upo I Title 44, Cha	on a home solicitation sale, pter 15. This instrument is
SELLER MAN		— nat negatiable.			
NOTICE: Any holder of this consumer cre	dit Contract la suble	— et to all cialme a	nd defenses whi	ch the Daht	or could assert against
the Seller of goods or services obtained p	ursuant hereto or wi	th the proceeds	hereof. Recovery	hereunder	by the Debtor shall not
exceed amounts paid by the Debtor hereu BUYERS RIGHT TO CANCEL: You, the Bu	ver, may cancel this	transaction at a	ny time prior to	midnight of	the third business day
(fifth day in Alaska) after the date of this to	ansaction. See the a	ttached Notice of	Cancellation For	m for an ex	planation of this right.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

ATTORNEY FEES AND COURT COSTS: If this contract is referred to an ATTORNEY FEES AND COURT COSTS: If this contract is referred to an attorney for collection, I agree to pay the amounts actually incurred by you as court costs (not applicable to Ohlo residents, or where otherwise prohibited by taw) and attorney's fees (not applicable to Ohlo and California residents, or where otherwise prohibited by law) assessed by a court. NSF CHECKS: If you pay any sums to NA with a check which is returned to us for insufficient funds in the account upon which the check is drawn, a \$15 charge will be made to your account upon which the check is drawn, a \$15 charge will be made to your account information concerning your account will be furnished to major consumer credit reporting agencies. This information may include your form amount, balance, and payment history including late payments, charge offs and bankrupticles.

REFUND/EXCHANGE POLICY: Except as provided harein with regard to BUYER'S RIGHT TO CANCEL, all sales are final and are not subject to rotund or exchange.

to refund or exchange.

ILLINOIS RESIDENTS may contact the fillnois Commissioner of Banks and
Trust Companies for comparative information on finance charges, fees and
grace periods. State of Illinois-CIP, P.O. Box 10181, Springfield, Itlinois,

62/91, 1-800-634-5452.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agancies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

TEXAS BUYERS: To contact Nationwide Acceptance about this account call 877-902-9621. If this contract is not assigned to Nationwide Acceptance the saler can be contacted as shown in the top left Seller section of this contract. This Contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2801 N. Lamar, Austin, Texas 78705-4207. Telephone 512-479-1285 or 800-638-1879. Contact the commissioner relative to any inquiries or complaints. Under Texas Law this contract is governed by Article 5069-8.03 V.T.C.S. WINSCONSIN RESIDENTS: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interest unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the advance provision.

CREDIT WORTHINESS: The terms and conditions of this contract are subject to credit approval. TEXAS BUYERS: To contact Nationwide Acceptance about this account call

CREDIT WORTHINESS: The terms and consumer or the condition of the paper was consumer or the condition of the connection with this application or in connection with updates, renewals or extensions of eny credit granted as a result of your application. Buyer may request the name and address of the agency, which furnished the consumer report, if any and may receive a copy by contacting the agency. Buyer hereby authorizes Seller or its assignee to sell or otherwise furnish information concerning Buyer and his account to all others who may lawfully receive such information for their own use.

The following ASSIGNMENT is not part of this Retail Installment Contract ASSIGNED TO ASSIGNMENT THIS CONTRACT IS ASSIGNED TO

Dated 11. 29. 67

For value received, SELLER hereby sells, assigns, and transfers to NATIONWIDE ACCEPTANCE its successors and assigns, herein referred to as ASSIGNEE, all of SELLER'S right, title landstone that the process and successors and successors and assigns, herein referred to as ASSIGNEE, all of SELLER'S right, title landstone to the process of the second title seller in the remarker referred to as CONTRACT and all money due and to become due thereunder, with full power to take all legal or other action in the name of the SELLER with GRANT is checked; its checked it is a contract.

SELLER represents and warrants to ASSIGNEE that its title to the CONTRACT is absolute; that said CONTRACT is genuine, complete and enforceable in all respects and has not been altered, and that all statements and facts contained therein are true; that the signatures thereon are genuine; that the parties to said CONTRACT have the capacity to contract; that said instrument and the transaction to which it relates were made in full compliance with all applicable federal, state and local laws or regulations; that no party to the CONTRACT has, at the date of assignment, any right to rescrind under any applicable federal, state or local law, that no warranties, express or implied, have been made to BUYER as a part of or as an inducement to sign the CONTRACT, except for any written warranty attached hereto; that said CONTRACT was not obtained by and does not involve any fraud or misrepresentations; that the goods sold under said CONTRACT are truthfully described therein; that the terms of said CONTRACT constitute the entirety of the agreement with respect to such sale, there being no special or side agreements for rebate, extension of payment, or other concessions affecting said BUYER's obligations; that the goods were delivered in accordance with the CONTRACT and to the satisfaction of BUYER; that there is owing on the CONTRACT; that said BUYER does not dispute his obligation to pay the unpaid balance due in accordance with the terms and provisions of said CONTRACT; and that BUYER does not assert any claim under or defense to said CONTRACT.

Upon the breach of any of said representations or warranties. SELLER agrees, upon demand, to nurchase this CONTRACT for the

Upon the breach of any of said representations or warranties, SELLER agrees, upon demand, to purchase this CONTRACT for the amount owing thereon, plus all costs and expenses paid or incurred by ASSIGNEE with respect thereto; including reasonable attorney's fees and any refunds, damages or other amounts paid to BUYER, and said remedy shall be cumulative and shall not affect any other right or remedy that ASSIGNEE may have against SELLER.

EMPIRE TODAY , LIC

SELLER

The parties agree as follows:

(1) RIGHT TO ELECT TO ARBITRATE: Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tor or otherwise) arising out of or relating to your Retail Installment Contract, or any prior or future dealings between us, resolved by binding arbitration. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. Both parios agree that neither party has to initiate an arbitration proceeding before exercising remodies of self-help proposession, non-judicial foreclosure, replevin or other rallar remedies. The filing of a lawsuit or the pursuit of other self-help remodies does not mean that either party has walved the right to subsectionally elect to submit a Claim to arbitration. remedies does not mean that either party has walved the right to subsequently elect to submit a Claim to arbitration.

ARBITRATION AGREEMENT

- (2) RULES: It arbitration is elected, it will be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("Rules"). If you have any questions concerning the American Arbitration Association, or if you wish to obtain a copy of their Rules and forms, you may call (800) 778-7879. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and either party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes findings of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.
- UNITED STATES ARBITRATION ACT: The parties agree the Retail Installment Contract involves "commerce" as defined in the United States Arbitration Act ("USAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the USAA.
- [4] FEES & COSTS: If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a maximum of \$125. The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We egree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the erbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the erbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless the Retail Installment Contract (or applicable law) provides otherwise.
- LIMITATIONS OF RIGHTS: ARBITRATION IS ELECTED BY EITHER PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE:(D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS OF APPEAL; (E) THIS AGREEMENT SUPERREDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND I OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE RIVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT.

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.

NOTICE OF CANCELLATION

11.29.07 DATE: You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

You may CANCEL this transaction, without any Penaity or Obligation, within THREE BUSINESS DAYS (five days in Alaska) from the above data. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you sgree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fall to make the goods available to the Seller, or if you agree to return the goods to the Seller and fall to do so, then you remain liable for performance of all obligations under the Contract. the Contract To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to AT 4300 EMPEROL BLVD STE 400 NC 27703 AT 4300 EMPERCE BLUD STE 400 DURHAM. NO. NOT LATER THAN MIDNIGHT OF 03 NOT LATER THAN MIDNIGHT OF 12. I HEREBY CANCEL THIS TRANSACTION. I HEREBY CANCEL THIS TRANSACTION. REV. (12/02

NOTICE OF CANCELLATION

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WILLIE L. COVINGTON REGISTER OF DEEDS, DURHAM COUNTY **DURHAM COUNTY COURTHOUSE** 200 E. MAIN STREET **DURHAM, NC 27701**

PLEASE RETAIN YELLOW TRAILER PAGE

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Filed For Registration:

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RE 5843 Page: 665-667

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UCC 3 PG\$ \$38.00

Recorder:

JENNIFER H SMITH





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ATTORNEYS AND COUNSELORS AT LAW

8111 LBJ Freeway, Suite 480 | Dallas, Texas 75251 | www.abvlaw.com telephone: 214.276.1545 | facsimile: 214.276.1546 | toll free: 1.866.553.7015

May 9, 2011

Clerk, U.S. Bankruptcy Court 101 S. Edgeworth Street Greensboro, NC 27401

Re:

In re: David Stewart Pierce and Nancy Ahlgren Pierce (Debtors)

(Case No. 11-80296);

In the United States Bankruptcy Court for the Middle District of North

Carolina (Durham)

Dear Court Clerk,

Please find enclosed Nationwide Acceptance's Objection to Confirmation of Chapter 13 Plan that needs to be filed in the above-referenced bankruptcy case. Should you have any questions regarding this filing, please feel free to contact me at: 214-276-1545 ext. 217.

Sincerely,

Hannah Flores .

Januar Fears

Legal Assistant

Enclosure